

When Recorded Return to: *Prepared by*
First Tennessee Bank National Association, ~~Grantor~~
P.O. Box 132
Memphis, TN 38101

Attn: Tena Farrell
901-523-4040

SUBORDINATION AGREEMENT

56388536-1253459
7705-2386 Rec 2ND

When Recorded Return To:

W Indecomm Global Services
2925 Country Drive
St. Paul, MN 55117

RECITALS:

WHEREAS, Marthy L. Wilson and Henry Wilson, Wife and Husband (hereinafter singly or collectively "Borrower") is the owner of the following described real property described below or in Exhibit "A" attached hereto, and having a street address as follows (the "Property"):

7708 Hunters View Drive
Olive Branch, Mississippi 38654

AND WHEREAS, the said Borrower has made application for a closed-end mortgage loan ("New Loan") in an amount not to exceed \$228,425.00 from Mers Inc., as Nominee for Quicken Loans, Inc. (the "Grantee"), whose address is: 635 Woodward Avenue, Detroit, MI 48226 to be evidenced by a Deed of Trust / Mortgage which shall be a lien or charge on the Property.

Recorded Concurrently herewith
AND WHEREAS, the undersigned, First Tennessee Bank National Association and its divisions, FIRST HORIZON EQUITY LENDING and FIRST HORIZON MONEY CENTER (collectively, "Grantor") has an interest in or lien upon the Property as follows:

(Deed of Trust) As Beneficiary under a Deed of Trust to the Trustee named therein, Recorded May 3, 2005 in Book 2208, Page 767; Official Records of DeSoto County, State of Mississippi.

*index instructions: Lot 20 Section B Hunters Ridge
subdivision in Section 17 Township 1 South Range Lower
Desoto Cty Mississippi in Plat Book 69 Page 45*

As a condition of making the New Loan, the Grantee has required the Borrower to execute a Deed of Trust/Mortgage on the Property securing repayment of the New Loan (the "New Deed of Trust/Mortgage"), which, upon execution and recordation of this Agreement, and subject to the conditions and limitations set out below, shall have a superior lien position to that of Grantor on the Property.

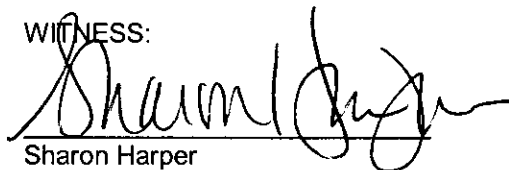
AGREEMENTS:

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. Grantor hereby agrees to subordinate the lien of its Deed of Trust/Mortgage to the lien of the New Deed of Trust/Mortgage, subject to the following conditions. This Subordination is limited solely to the New Deed of Trust/Mortgage and is effective ONLY to the extent to which the New Deed of Trust/Mortgage is a valid, enforceable and properly recorded mortgage lien instrument. This Agreement shall be of no force and effect in the event Grantee or its agents fails to satisfactorily perform all acts required to make the New Deed of Trust/Mortgage a valid and enforceable mortgage loan, that is properly recorded in the appropriate land records.
2. This Subordination as described above shall not apply to any future advance of funds to or for the benefit of the Borrower by the Grantee of the New Deed of Trust/Mortgage, except for advances necessary to protect the security of the New Deed of Trust/Mortgage.
3. Nothing in this Agreement shall be deemed to constitute a novation with respect to the debt secured by the Grantor Deed of Trust/Mortgage, nor an extension or modification thereof, nor otherwise affect the rights, remedies or penalties under the Grantor Deed of Trust/Mortgage.
4. This Agreement shall be binding upon and shall inure to the benefit of Grantor and the Grantee and their respective successors and assigns, and any purchaser at any foreclosure sale instituted pursuant to the Grantor Deed of Trust/Mortgage or the New Deed of Trust/Mortgage.
5. This Agreement shall be construed in accordance with the laws of the State of Tennessee.

IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed by its duly authorized representative and Trustee has executed this Agreement on this 2 day of April, 2012.

WITNESS:


Sharon Harper

First Tennessee Bank National Association (Grantor)

By: 
Name: Tena Farrell
Title: Limited Vice President Underwriter

ACKNOWLEDGMENT

STATE OF TENNESSEE

)

) ss:

COUNTY OF SHELBY

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Before me, **Debra D. Cottingham** the state and county mentioned, personally appeared **Tena Farrell** with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged such person to be the Limited Vice President Underwriter of First Tennessee Bank National Association, the within named bargainer, a corporation, and that he/she, as such Limited Vice President Underwriter, executed the foregoing instrument for the purpose therein contained, by personally signing the name of the corporation as Limited Vice President Underwriter.

WITNESS my hand and official seal on this 2 day of April, 2012.

Debra D. Cottingham
 Notary Public
 Debra D. Cottingham
 My Commission expires: May 11, 2015

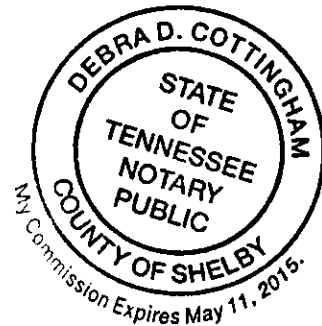


EXHIBIT A - LEGAL DESCRIPTION

Tax Id Number(s): 1064170200002000

Land Situated in the County of DeSoto in the State of MS

INDEX AS FOLLOWS:

LOT 20, SECTION B, HUNTER'S RIDGE SUBDIVISION, IN SECTION 17, TOWNSHIP 1 SOUTH, RANGE
LOWEST, AS SHOWN ON PLAT OF RECORD IN PLAT BOOK 69, PAGE 45 IN THE CHANCERY CLERK'S
OFFICE OF DESOTO COUNTY, MISSISSIPPI, TO WHICH REFERENCE IS HEREBY MADE FOR A MORE
PARTICULAR DESCRIPTION OF SAID PROPERTY.

Commonly known as: 7708 Hunters View Drive , Olive Branch, MS 38654



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